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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके ।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

## भाग III—खण्ड 3 PART III—SECTION 3

### लघु प्रशासनों से सम्बन्धित अधिसूचनाएं Notifications relating to Minor Administrations

UNION TERRITORY OF DADRA AND NAGAR HAVELI  
ADMINISTRATION OF DADRA AND NAGAR HAVELI

Silvassa, the 3rd June 1978

No. ADM/LAW/MCT/298(R)/(15)/78.—Whereas the draft of Rules namely the Union Territory of Dadra and Nagar Haveli Motor Accident Claims Tribunal Rules, 1978 were published as required by sub-section (1) of section 133 of the Motor Vehicles Act, 1939 (No. 4 of 1939) on 11th February 1978 on page No. 46, 47 and 48 of the Govt. of India Gazette part III section-3-Notification relating to Minor Administrations under the notification No. ADM/LAW/MCT/298(R)/3/78, dated 20-1-1978 of the Administration, Dadra and Nagar Haveli inviting objections and suggestions from all persons likely to be affected thereby within a period of thirty days from the date of its publication in the Govt. of India Gazette.

AND WHEREAS, no objection or suggestion was received.

NOW, therefore, in exercise of the powers conferred by section 111-A of the Motor Vehicles Act, 1939 (no. 4 1939), the Administrator, Dadra and Nagar Haveli, hereby makes the following Rules namely :—

#### 1. (1) SHORT TITLE EXTENT AND COMMENCEMENT

- (i) These Rules may be called "The Union of Dadra and Nagar Haveli Motor Accident Claims Tribunal Rules 1978."
- (ii) They extend to the whole of the Union Territory of Dadra and Nagar Haveli.
- (iii) They shall come into force on and from the date of their official publication in the Govt. of India Gazette.

#### 2. DEFINITIONS :

In these rules unless the context otherwise requires :—

- (i) "Act" means the Motor Vehicles Act, 1939 (Act 4 of 1939).

- (ii) "Claims Tribunal" means Motor Accidents Claims Tribunal constituted under section 110 of the Act.

- (iii) "Form" means a form appended to these Rules.

- (iv) "Legal representative" shall have the meaning assigned to it under clause (11) of Section 2 of the Code of Civil Procedure 1908.

#### 3. APPLICATIONS :

(1) An application for compensation arising out of accident of the nature specified in Sub-Section (1) of Section 110 by persons specified in sub-section (1) of section 110-A of the Act made to the Motor Accident Claims Tribunal having jurisdiction over the area in which the accident occurred shall be in Form 'A' appended to these rules and shall be accompanied by the fee prescribed therefor in Rule 22.

#### 4. EXAMINATION OF APPLICANT :

On receipt of an application under Rule 3 the Claims Tribunal may examine the applicant on oath and the substance of such examination if any, shall be reduced to writing.

#### 5. SUMMARY DISMISSAL OF APPLICATION :

The claims Tribunal may, after considering the application and the statement if any, of the applicant recorded under Rule 4 summarily dismiss the application for reasons to be recorded if it is of opinion that there are not sufficient grounds for proceeding therewith.

#### 6. NOTICE TO OPPOSITE PARTY :

If the application is not dismissed under Rule 8 the Claims Tribunal shall send to the owner of the Motor Vehicle and its insurer or driver of the Vehicle (hereinafter referred to as the opposite party), a copy of the application together with a notice of the date of which he will hear the application, and may call upon the parties to produce upon that date any evidence which they may wish to tender.

**7. APPEARANCE AND EXAMINATION OF OPPOSITE PARTY :**

(1) The opposite party may and if so required by the Claims Tribunal shall on or before the first hearing of within such time as the Claims Tribunal may permit file written statement dealing with the Claims raised in the application and any such written statement shall form part of the record.

(2) If the opposite party contest the claims, the Claims Tribunal may, and if not written statement had been filed shall proceed to examine them upon the claims and shall reduce the substance of the examination to writing.

**8. SUMMONING OF WITNESSES :**

If an application is presented by any party to the proceed-course of an enquiry before it, visit the site at which the payment of such expenses and fees if any, as it may determine, issue summons for the appearance of such witnesses unless it considers that their appearance is not necessary for a just decision of the case.

**9. APPEARANCE OF LEGAL PRACTITIONERS :**

The Claims Tribunal may, in its discretion allow any party to appear before it through a legal practitioner.

**10. LOCAL INSPECTION :**

(1) The Claims Tribunal may, at any time during the course of an enquiry before it, visit the site at which the accident occurred for the purpose of making a local inspection or examining any person likely to be able to give information relevant to the proceedings.

(2) Any party to a proceeding or the representative of any such party may accompany the Claims Tribunal for a local inspection.

(3) The Claims Tribunal after making a local inspection shall note briefly in a memorandum any facts observed and shall show the memorandum to any party who desires to see the same, and shall supply the party with a copy thereof.

(4) The memorandum shall form part of the record of inquiry.

**11. METHOD OF RECORDING EVIDENCE :**

The Tribunal, shall make a brief memorandum of the evidence of every witness as examination of the witness proceeds and such memorandum shall be written and signed by the member(s) of Tribunal and shall form part of the record.

Provided further that the evidence of any medical witness shall be taken down as nearly as may be word for word.

**12. POWER OF SUMMARY EXAMINATION :**

(1) The Claims Tribunal during a local inspection or at any other time save at a formal hearing of a case pending before it, may examine summarily any person likely to be able to give information relating to such case, whether such person has been or is to be called as a witness in the case or not, and whether any or all of the parties are present or not.

(2) No oath shall be administered to a person examined under Sub-rule (1).

**13. PROCEDURE IN CONNECTED CASES :**

(1) Where two or more cases pending before a Claims Tribunal arise out of the same accident, and any issue involved is common to two or more such cases, such cases may so far as the evidence bearing on such issue is concerned, be heard simultaneously.

(2) When action is taken under sub-rule (1) the evidence bearing on the common issue or issue shall be recorded on the record of one case, and the Claims Tribunal shall certify under its hand on the records of any other case the extent to which the evidence so recorded applied to such other case and the fact that the parties to such other case had the opportunity of being present and if they were present, of cross examining the witnesses.

**14. CO-OPTING OF PERSONS DURING INQUIRY :**

(1) The Claims Tribunal may for the purpose of judging upon any claim for compensation choose not more than two persons having technical or special knowledge with respect to any matter before the Tribunal for the purpose of assisting the Tribunal in the holding of the inquiry.

(2) The remuneration, if any, to be paid to the person(s) shall in every case be determined by the Tribunal.

**15. FRAMING OF ISSUE :**

After considering any written statement and the evidence of the witnesses examined and result of any local inspection the Claims Tribunal shall proceed to frame and record the issues upon which the right decision of the case appears to it to depend.

**16. DETERMINATION OF ISSUES :**

After framing the issues the Claims Tribunal shall proceed to record evidence thereon which each party may desire to produce.

**17. DIARY :**

The Claims Tribunal shall maintain a brief diary of the proceedings on an application.

**18. REASONS FOR POSTPONEMENT TO BE RECORDED.**

If the Claims Tribunal finds it impossible to dispose of an application at one hearing it shall record the reasons, which necessitates the adjournment and also inform the parties present of the date of adjourned hearing.

**19. JUDGEMENT AND AWARD OF COMPENSATION:**

(1) The Claims Tribunal in passing orders shall record concisely in a judgement the findings on each of the issues framed and the reasons for such findings and make an award specifying the amount of compensation to be paid by the insurer or the owner of the vehicle where vehicle is not insured and all the persons or persons to whom compensation shall be paid.

(2) Where compensation is awarded to two or more persons the Claims Tribunal shall also specify the amount payable to each of them.

(3) The Claims Tribunal may, while disposing of a claim for compensation make such orders regarding costs and expenses incurred in the proceedings as it thinks fit.

**20. SAVING :**

Notwithstanding anything contained in these Rules in case of minor accidents the claims Tribunal may follow such summary procedure as it thinks fit.

**21. FORM OF APPEAL AND CONTENTS OF MEMORANDUM :**

(1) An appeal against the award of the Claims Tribunal shall be preferred in the form of a memorandum stating concisely the grounds on which appeal is preferred.

(2) It shall be accompanied by a copy of the judgement and award appealed against.

**22. FEES :**

(1) Every application under sub-section (1) of section 110-A of the Act for compensation under Rule 3 shall be accompanied by a fee of rupees ten in the form of court fee stamp.

(2) The Claims Tribunal may in its discretion exempt a party from the payment of fees prescribed under Sub-Rule (1) provided that where a claim of a party has been accepted by the Claims Tribunal the party shall have to pay the prescribed fee, exemption in respect of which has been granted initially before a copy of the judgement is obtained.

**23. POWERS OF CLAIMS TRIBUNAL :**

In endorsing of the orders, the claims Tribunal shall have all powers in regard to contempt resistance and the like which a civil court may exercise in the execution of a decree.

## 24. SUPPLY OF COPIES :

(1) Attested copies of the evidence shall be given to the parties concerned if asked for on payment of court fee stamp of Rs. 0.50 paise per statement and application for obtaining such copies shall bear a court fee of Rs. 0.40 paise only.

(2) Attested copies of ward : An amount of Rs. Five shall be charged in the form of court fee stamp for obtaining an attested copy of the ward of final order and in case of intermediary order a court fee stamp of Rupees two shall be charged.

## (3) Supply of copies of documents :

A copy of any documents filed with the claim Tribunal shall be obtained on payment of a court fee stamp of 50 paise for page.

## 25. RECORD :

The record of claims case, disposed of by the Claim Tribunal shall be preserved for a period of 5 years.

## FORM A

BEFORE THE MOTOR ACCIDENT CLAIM TRIBUNAL  
DADRA AND NAGAR HAVELI AT SILVASSA

MN. A.C. No. of.

Applicant : Name, Age, Occupation and address of the applicant. V/s.

Opponents : Name, Age, Occupation, and address of the opponents.

I, . . . . . son/daughter/wife/widow/of . . . . . residing at . . . . . has been injured in motor vehicle accident hereby apply for the grant of compensation for the injury sustained. Necessary particulars in respect of the injury, vehicle etc., are given below :—

I, . . . . . son/daughter/wife/widow/of . . . . . residing at . . . . . hereby apply a legal representative/agent for the grant of compensation on account of death/injury sustained by Shri/Kumari/Shrimati . . . . . son/daughter/wife/widow of Shri/Shrimati . . . . . who died was injured in a motor vehicle accident.

Necessary particulars in respect of the deceased/injured the vehicle etc., are given below :

1. Name and father's name of the person injured/dead. (Husband's name in the case of married woman and widow).
2. Full address of the person . . . . . injured/dead.
3. Age of the person injured/dead.
4. Occupation of the person injured/dead.
5. Name and address of the employer of the deceased if any.
6. Monthly income of the person injured/dead.
7. Does the person in respect of whom compensation is claimed pay income-tax, if so, state the amount of income-tax (to be supported by documentary evidence).
8. Place, date and time of the accident.
9. Name and address of police station in whose jurisdiction the accident took place or was registered.
10. Was the person in respect of whom compensation is claimed travelling by the vehicle involved in the accident. If so give the names places of starting of journey and destination.
11. Nature of injuries sustained.
12. Name and address of the Medical Officer/Practitioner, if any, who attend on the injured/dead.
13. Period of treatment and expenditure if any, incurred thereon (to be supported by documentary evidence).
14. Registration No. and type of the vehicle involved in accident.

15. Name and address of the Owner of the vehicle.

16. Name and address of the Insurer of the vehicle.

17. Has any claim been lodged with the owner/insurer? If so, with what result.

18. Name and address of the applicant

19. Relationship with deceased.

20. Title to the property of the deceased.

21. Amount of compensation claimed.

22. Any other information that may be necessary or helpful in the disposal of the claim.

. . . . . solemnly declare that the particulars given above are true and correct to the best of my knowledge.

Signature or thumb impression  
of the applicant.

By order of the Administrator,

JANAK JUNEJA

Secretary to the Administrator,

Dadra and Nagar Haveli

Silvassa

UNION TERRITORY OF DADRA AND NAGAR HAVELI  
ADMINISTRATION OF DADRA AND NAGAR HAVELI

Silvassa, the 3rd June 1978

No. ADM/LAW/Coop/215(III)/(16)/78.—Whereas the draft notification was published as required by sub-section (3) of Section 168 of the Gujarat Co-operative Societies Act 1961 (No. X of 1962) as extended to the Union Territory of Dadra and Nagar Haveli, on 11th March 1978 on page No. 73 and 74 of the Government of India gazette, part-III Section 3 Notifications relating to Minor Administrations under the Notifications No. ADM/LAW/Coop/215(III) 8/78, dated 18th February 1978 of the Administration, Dadra and Nagar Haveli, inviting objections and suggestions from all the persons likely to be affected thereby within a period of one month from the date of its publication in the Government of India Gazette :

AND WHEREAS, no objections/suggestion was received :

Now, Therefore, in exercise of the powers conferred by sub-section (1) of section 168 of the Gujarat Cooperative Societies Act, 1961 (No. X of 1962), the Administrator Dadra and Nagar Haveli hereby makes the following rules namely :

## 1. Short title and commencement :

These Rules may be called the Dadra and Nagar Haveli Loans to Cooperative Societies amendment Rules, 1978.

## 2. Appendix-B prescribed under Rule 10 of the Dadra and Nagar Haveli loans to Cooperative Societies, Rules 1966 (hereinafter called as the principal Rules) shall be revised as appended herewith.

By order of the Administrator,

JANAK JUNEJA

Secretary to the Administrator,

Dadra and Nagar Haveli

Silvassa

## APPENDIX—B

THIS DEED made on the \_\_\_\_\_ of \_\_\_\_\_ one thousand nine hundred and seventy \_\_\_\_\_ between under No. \_\_\_\_\_ registered under Gujarat Cooperative Societies Act, 1961 as extended to this Union Territory of Dadra and Nagar Haveli with its registered office at \_\_\_\_\_ hereafter called "the Loanee which expression where the context so admits shall be deemed to include their successors and assignor on the one part, and

the President of India represented by the Collector, Dadra and Nagar Haveli (hereinafter referred to as the Creditor) which expression shall include where the context so admits his successors in office and assignees on the other part.

Whereas the Loanee has applied to the Collector, Dadra and Nagar Haveli for a loan of Rs. \_\_\_\_\_ (in figure) Rupees \_\_\_\_\_ for the purpose of working Capital Loan, under the Dadra and Nagar Haveli Loans to Cooperative Societies, Rules, 1966 (hereinafter called "the rules") as amended from time to time.

And whereas the Collector, Dadra and Nagar Haveli has sanctioned the loan of Rs. \_\_\_\_\_ (in figures) Rupees \_\_\_\_\_ (in words) to the Loanee for above subject to the terms and conditions contained in the Rules and also those hereinafter appearing, to which the loanee agrees :

NOW THIS DEED WITNESSEE AS FOLLOWS : —

1. In consideration of the loan of Rs. \_\_\_\_\_ (in figures) \_\_\_\_\_ (in words) advanced to the Loanee, the receipt of which the loanee do hereby grant, convey and assign unto the creditor that property mentioned and described in the schedule hereinafter written, together with all assets movable and immovable that may be acquired by the Loanee from time to time to the intent that they shall remain and be charged as security for the due diligent payment of the loan amount with interest and cost, if any, and for the compliance with the terms and conditions hereinafter contained and the creditor shall have a first charge over the same irrespective of the fact that loanee shall have created any other charge on its assets.

2. The loan will carry interest, at the rate as prescribed by Ministry of Finance from time to time. A rebate of 1% in the interest rate will be admissible for timely repayment of principal and/or interest on loans. In the event of default in the payment of loans and or payments of interest thereon, interest at the penal rate would be chargeable on all overdue instalments.

3. The loanee shall repay the loan amount with interest thereon in 15 equal instalment of Rs. \_\_\_\_\_ each, the first instalment being repayable on \_\_\_\_\_ and subsequent instalments be paid on corresponding dates of the succeeding years.

4. The loanee shall deposit the loan amount in a Cooperative Bank, Scheduled Bank or Postal Saving Bank approved by the Registrar, Coop. Societies, Dadra and Nagar Haveli, Silvassa/Collector, Dadra and Nagar Haveli, Silvassa. The amount so deposited shall be withdrawn only with the previous sanction of the Collector, Dadra and Nagar Haveli, Silvassa. The Registrar, C.S., D. & N. H., Silvassa.

5. The Loanee shall utilise the loan amount only for the purpose for which the same is granted.

6. The loanee hereby assures the Creditor that the properties/assets hereby charged are free from any encumbrance or charge of whatever description and that they are not subject to any attachment or restraint of alienation.

7. During the continuance of this Deed, the Loanee shall not sell, let, lease or create lien or charge by way of Hypo-

thecation, pledge or otherwise create encumbrance of any kind whatever in respect of the properties/assets hereby charged without obtaining the previous consent in writing of the Creditor.

8. The buildings, properties and machinery of the loanee mentioned and described in schedule hereunder written or to be purchased hereafter shall be insured against fire at the cost of the Loanee.

9. The Loanee hereby assures the Creditor that the properties/assets hereby charged are owned by the Loanee and that they are in absolute and in undisputed possession and enjoyment of the Loanee.

10. All the terms and conditions contained in the Rules shall be binding on the Loanee and the Loanee shall fully abide by them.

11. In case the Loanee commits breach of all or any of the provisions contained, the entire loan amount outstanding together with interest and cost, if any shall immediately become payable in a lump sum at once and the loanee shall pay the same. In case of default of such payment, Creditor shall have power to proceed against all the property of the loanee to recover such sums.

12. In case of Agricultural Credit Societies, the Society will have to take declarations as per section 49 of the Gujarat Cooperative Societies Act, 1961.

13. Without prejudice to the powers of the Creditor under the preceding clause, all sums found due to the Creditor under or by virtue of these presents shall be recoverable from the Loanee and to Loanee's properties/assets movable as it such sums are arrears of land revenue or in such other manner as the Creditor may deem fit.

14. The Chairman, Secretary and two committee members of the society (designation and Name) have been authorised to execute this deed of the society in favour of Collector, Dadra and Nagar Haveli, Silvassa being Creditor for and behalf of the Loanee under Resolution No. 'Authority' dated \_\_\_\_\_.  
(IN WITNESSES WHEREOF THE parties here to have signed and sealed of this deed on the day first above written.)

(Properties as shown in the enclosed  
Balance Sheet dated \_\_\_\_\_)

Schedule above referred to details of  
assets).

Signed, sealed and delivered by

1. _____	1. _____
(M. C. Member)	(Chairman)
2. _____	2. _____
(M. C. Member)	(Secretary)

Collector,  
Dadra and Nagar Haveli,  
Silvassa